

City of Las Cruces®

PEOPLE HELPING PEOPLE

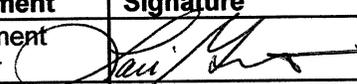
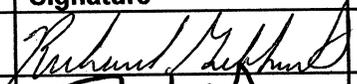
Council Action and Executive Summary

Item # 18 Ordinance/Resolution# 11-076 Council District:

For Meeting of September 20, 2010
(Adoption Date)

TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAS CRUCES AND THE AMADOR HOTEL FOUNDATION, INC. FOR USE OF THE AMADOR HOTEL BUILDING.

PURPOSE(S) OF ACTION: To approve a Memorandum of Understanding between the City of Las Cruces and the Amador Hotel Foundation, Inc. for use of the Amador Hotel Building.

Drafter and Staff Contact: Jennifer Martin		Department: Public Services		Phone: 528-3477	
Department	Signature	Phone	Department	Signature	Phone
Department Director		528-3477	Budget		541-2107
Other			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City acquired the Amador Hotel in 2007. The Amador Hotel Foundation entered into an agreement with the City to support renovation efforts and reuse of the Hotel in June of 2007. The Amador Hotel Foundation is interested in utilizing the Hotel as a venue to continue fundraising efforts aimed at the preservation and reuse of the building through private, foundation, New Mexico state legislative appropriations and federal grants to renovate the historic building into a community event center as part of the City's on going revitalization efforts for the Downtown area.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" – Memorandum of Understanding.

SOURCE OF FUNDING: Not Applicable – No Funding Required

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
<input type="checkbox"/>		Proposed funding is from fund balance in the _____ Fund.	
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A					

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; This action allows the two parties to enter into an agreement for the Amador Hotel Foundation's use of the Hotel per the conditions of the Memorandum of Understanding
2. Vote "No" ; This action will deny the request by the Amador Hotel Foundation to use the Hotel
3. Vote to "Amend"; This action will modify the Resolution as the City Council determines appropriate.
4. Vote to "Table"; This will table/postpone the Resolution and direct staff accordingly.

REFERENCE INFORMATION:

The resolutions(s) or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 07-326 A Resolution approving an agreement between the City of Las Cruces and the Amador Museum Foundation for the restoration of the Amador Hotel and the development of a Museum of History.

RESOLUTION NO. 11-076

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAS CRUCES AND THE AMADOR HOTEL FOUNDATION, INC. FOR USE OF THE AMADOR HOTEL BUILDING.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the City acquired the Amador Hotel in 2007; and

WHEREAS, the Amador Hotel Foundation entered into an agreement with the City to support renovation efforts and reuse the Hotel in June of 2007; and

WHEREAS, the Amador Hotel Foundation is interested in utilizing the Hotel as a venue to continue fundraising efforts aimed at the preservation and reuse of the building through private, foundation, New Mexico state legislative appropriations and federal grants to renovate the historic building into a community event center as part of the City's on going revitalization efforts for the Downtown area;

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT Resolution _____ establishing a Memorandum of Understanding with the The Amador Foundation, Inc. as reflected in Exhibit "A" attached hereto is enacted.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

Anthony J. McDonnell

City Attorney

APPROVED:

Mayor

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

MEMORANDUM OF UNDERSTANDING
FOR USE OF THE AMADOR HOTEL BUILDING
BETWEEN

CITY OF LAS CRUCES
AND
AMADOR HOTEL FOUNDATION, INC.

THIS SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into on this 20th day of September 2010, between the City of Las Cruces (“City”), a New Mexico municipal corporation, and the Amador Hotel Foundation, Inc. (“Foundation”) formerly known as the Amador Museum Foundation, a New Mexico non-profit corporation.

RECITALS

1. City acquired real property located at 180 W. Amador Blvd. (“Property”), more specifically described in Exhibit ‘A’, attached hereto and incorporated herein, which contains the historic Amador Hotel, in 2007.
2. The Hotel located on the property is a historic two-story adobe building begun in 1866 and is listed on the New Mexico Register of Historic Properties.
3. Dona Ana County executed a Quitclaim Deed deeding the Property to the City, which has been recorded by the City, on April 5, 2007.
4. The Foundation entered into an agreement with the City to support renovation efforts and reuse of the Hotel in June of 2007. The Foundation is interested in utilizing the Property as a venue to continue fundraising efforts aimed at the preservation and reuse of the building through private, foundation, New Mexico state legislative appropriations and federal grants to renovate the historic building into a community event center as part of the City’s ongoing revitalization efforts for the Downtown area.

5. RoadRUNNER Transit is presently using a portion of the building and adjacent parking and drive as a temporary Intermodal Center. Once the permanent Intermodal Center is constructed on Lohman Avenue, the transit use of the Property will cease.

NOW, THEREFORE, the parties agree as follows:

Article 1. Property Use

The City hereby grants to the Foundation permission to use the Property, with all improvements located thereon, including but not limited to the main hall, and all rooms on the first floor, not occupied by RoadRUNNER Transit, for the purposes set forth herein; subject to the right of the City to use such Property as provided below. Tours of the second floor are authorized for Foundation events and activities.

Article 2. Term, Extended Terms and Possession

1. The Term of this MOU shall be five (5) years commencing on October 1, 2010.

2. The parties may extend this MOU for unlimited five (5) year terms ("Extended Term"), upon the same terms and conditions herein provided or as mutually agreed otherwise. The Foundation must notify the City in writing no later than ninety (90) days prior to the termination of the then current Term of its desire to extend this MOU. If the Foundation does not notify the City within said time period, the City may terminate the MOU at the end of the current Term. The right to extend the Term shall be solely at the discretion of the City, after the City has evaluated the Foundation's performance during the then current Term, which evaluation shall be conducted as set forth herein.

Article 3. Evaluation to Extend a Term

1. The City shall evaluate the performance of the Foundation in providing opportunities for community events, fund-raising, and meeting opportunities to the public as referenced in Article 4 as a precondition to granting the Foundation an Extended Term at the expiration of the prior Term.

2. The Foundation shall provide, at least on an annual basis, a synopsis of the previous year's programs, activities, and events at the Property to the City's Liaison, or his/her designee, to review and present to the City Manager and/or City Council with a recommendation for an Extended Term of this MOU. The Liaison is responsible for proper notification of appropriate Departments within the City for all MOU functions.

3. To enable the City to evaluate the Foundation's performance in providing services to the public, the Foundation shall do the following:

a. Keep detailed records of the title, date, location, number of participants or attendees, and a summary description including an estimated value of each program conducted or sponsored by the Foundation at the Hotel, including an accounting of all associated income. The estimated value of each program will be calculated by consideration of, but not be limited to, the following:

1. income which would normally have been earned through rentals and staffing when use of the building is provided free to the City of Las Cruces or community organizations;
2. the actual expense incurred, including salaries and benefits, for any programs presented by the Foundation at little or no cost to the community; and
3. the actual expense incurred, including salaries and benefits, to manage the Property which will be provided to the City Liaison upon request and/or as outlined below.

b. Provide the detailed records as part of the annual synopsis to the City on an annual basis within three (3) months of the end of the Foundation's fiscal year (June 30).

c. If the City disagrees with the value of the various services the Foundation has provided the community, either by itself or in partnership with other entities, as presented by the Foundation in its annual synopsis to the City, the City may engage a consultant, at the

City's expense, to provide such a valuation or to assist the City in arriving at a valuation method. The City's valuation methodology shall be conclusive.

- d. Should the recommendation of the City's Liaison be to not extend this MOU, the Foundation shall have the right to appeal such a recommendation first to the City Manager and then to the City Council.

Article 4. Use Fees

1. The Foundation shall be allowed use of the Property twice (2) per calendar month, free of charge, for the purpose of fund raising events. A single event shall consist of a consecutive twenty-four (24) hour period of time. The Foundation will provide all setup, after event cleanup and custodial services for their event. The Foundation will provide the Liaison of the City with at least fourteen (14) days advance written notice (e-mail is acceptable) of all scheduled events. The Liaison will notify the appropriate City departments of any needed work. The Facilities Director will determine the ability to provide the work requested.

2. The Foundation shall be allowed use of the Property for a third (3rd) event within the same calendar month, consisting of a consecutive twenty-four (24) hour period of time, for the purpose of fund raising, with the following provisions:
 - a. The Foundation will provide all setup, after event cleanup and custodial services for the event.
 - b. A \$50 utilities contribution fee shall be paid to the City by the Foundation to defray the cost of electric, gas, water, sewer, and trash collection services for the third (3rd) event.
 - c. Other than as provided above concerning the utilities contribution, the City will pay the cost of utilities to the Property. Should any third party occupy the Property for more than three consecutive twenty-four (24) hour periods, the utilities costs will be prorated and those third parties will be billed for their share of the utility costs (daily rate) including electric, gas, water, sewer and trash collection for the entire use period.

- d. Additional use of the Property by the Foundation, or a third party, after the third (3rd) event will be allowed at the then-applicable facility use rate as defined by the Facilities Department.
3. The City reserves the right to inspect the Property within forty-eight hours of the conclusion of an event for the purpose of assessing post event Property conditions.
4. In the event of the discovery of unacceptable Property conditions resulting from use by the Foundation, its guests, event participants, and/or volunteers during the scheduled event, the City shall notify the Foundation event coordinator or its designee within forty-eight (48) hours of the completed inspection. The Foundation retains the right of remediation to be executed within five (5) calendar days.
5. Should remediation fail to be executed or to restore the Property to a pre-event condition within ten (10) calendar days, the City may charge the Foundation the City's direct labor charges for applicable clean up, custodial work and maintenance.

Article 5. Permitted Uses

1. The Foundation shall use the Property for the purpose of providing event and meeting services to the community which may include but is not limited to, arts programs and events, educational programs and events, and community-related non-arts programs and events at the Hotel.
2. The Foundation will not use, occupy, or knowingly permit or allow the use or occupancy of the Property for any purpose which is directly or indirectly forbidden by law or regulation, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance; or do or permit any act or thing which may unreasonably disturb the quiet enjoyment of adjacent properties giving due consideration to the purposes for which the Property is used that being a community events center.

3. The Foundation shall have the right to allow third parties to use the Property for events, meetings, etc.- three (3) or fewer days in duration provided that any such use does not interfere with the use of the Property by the City as described in this MOU and that any such use does not extend beyond the Term of this MOU. Any use for a longer period of time must be individually negotiated with the City and the appropriate proofs of insurance and share of utilities will be required of the third party. Use by a third party shall be with the written agreement of the Facilities Department of the City.

Article 6. Use of the Hotel by the City

1. The City retains the right to use the Property for the purpose of public meetings and presentations or any other public purpose on behalf of the City. The City shall provide a forty-eight (48) hour advance written (e-mail is acceptable) notice to the Foundation of its intent to use the Hotel. Such usage shall not conflict with previously scheduled events at the Hotel. Upon receipt of the notice to use the Hotel, the Foundation shall inform the City staff of any potential scheduling conflicts and coordinate alternate dates for the City to use the Hotel. City staff shall be solely responsible for advertising City functions and for coordinating use of the Hotel with the Foundation's staff in advance of any such use by the City.

Article 7. Maintenance and Repairs

1. The Foundation shall be responsible for furnishings, equipment and other personal and business property in the Hotel that are owned by the Foundation.
2. The Foundation shall not knowingly permit or allow any damage to be committed on any portion of the Property.
3. The Foundation shall be responsible for any expenses required to repair or replace any damage or injury done to the Hotel, or any part thereof, caused by the Foundation, its agents, employees, licensees, or visitors. However, if the Foundation fails to make such repairs or replacements promptly, the City may, at its option, make such repairs or replacements and the Foundation shall pay the cost thereof to the City on demand.

4. The Foundation and the City shall coordinate maintenance and repair scheduling through the City Liaison who will coordinate with appropriate City department.

5. The City, its employees and agents shall have the right to enter all parts of the Property, to inspect, clean, make repairs, conduct safety inspections which are reasonably required, or to provide any service which it is obligated to furnish. Notwithstanding the above, the City shall have the right to enter the Property without notice in the event of an accident or urgent situation, such as a fire, medical or police emergency being declared on the Property. Transit employees may enter the designated parts of the building normally occupied by them, during Transit business hours without any notice to the Foundation.

6. All furnishing, equipment and other personal or business property installed by the Foundation in the Property shall be deemed to be personal property and shall remain the property of the Foundation, except as otherwise provided herein. The Foundation shall have the right at any time during the Term hereof when not in default and when not otherwise prohibited to remove any or all of its property, subject to the Foundation's obligation to repair all damage, if any, resulting from such removal. All personal property of the Foundation shall be removed by it from the Hotel on termination or revocation of this MOU.

7. The City shall be responsible for routine maintenance and repair of the building fabric. Any work affecting the structure of the building, especially any work outlined in the Kells & Craig Master Plan, will be conducted under the supervision of the City Facilities Department. Any additional service items such as security alarms, re-keying the facility, internal partitions constructed after the execution of this document are the full financial responsibility of the Foundation and are subject to the approval of the Facilities Department Director. The City has the option to defer any maintenance for which funding is not available without penalty. The Foundation will request routine items via the City Liaison, who will enter work orders with the appropriate City staff.

Article 8. General Provisions

1. All City design standards for construction are applicable to the Property for any construction and development activities which may occur in the future. The Foundation must meet minimum City standards for any infrastructure construction, including water, wastewater, gas, streets, drainage, signs, and landscaping, that it does to such Property.

2. The City shall give the Foundation adequate notice of any construction or development activities in the Downtown which may affect the normal usage of the Property. The City shall make accommodations when such disruptions occur for the Foundation to continue its previously scheduled activities, programs or services.

3. The Foundation shall pay when due all valid taxes, special assessments, business license fees, and permit fees of whatever nature applicable to its use of the Property and shall take out and keep current any required City business registrations, and further shall not permit any of said taxes or fees, for which it is responsible, to knowingly become delinquent. The Foundation shall furnish to the City, upon request, satisfactory evidence showing prompt payment by the Foundation of all of the Foundation's required taxes and fees.

Article 9. Insurance

1. The Foundation shall maintain General Commercial Liability Insurance coverage at all times, as follows:
 - a. General Commercial Liability Insurance in the amount of One Million Dollars (\$1,000,000) with the City named as an additional insured.

2. The City shall maintain Commercial Property Insurance on the building in an amount determined by a replacement cost estimate, and shall maintain Commercial Property Insurance on the building contents owned by the City in an amount determined by a replacement cost estimate based on a current list of fixtures and personal property. The City is not responsible for any property owned by the Foundation.

3. The Foundation and the City shall review insurance coverage limits at periodic intervals during the Term, with the parties making the necessary adjustments in the coverage limits to comply with the City's insurance requirements in effect at that time.

4. If the Property is partially or totally destroyed or damaged by fire or other casualty, then the City and the Foundation shall work jointly in a cooperative manner to repair and restore the Property as soon as it is reasonably practical, to substantially the same condition in which the Property was prior to such damage, with the proceeds from property insurance. The City and the Foundation shall negotiate at such time as to each parties' pro rata share of financial responsibility to fund the repair and reconstruction. However, in the event the Property is completely destroyed or so badly damaged that repairs cannot commence within thirty (30) days and be completed within three (3) months thereafter, then this MOU shall be terminable as of the date of the occurrence of the damage or destruction, by the Foundation serving written notice upon the City. Such notice shall be provided to the City within 30 days after such a determination. In such event, the Foundation and the City shall jointly determine if the Hotel should be rebuilt or if the proceeds from the Property insurance settlement should be used to reconstruct a facility at another location.

5. If the Hotel is damaged by fire or other casualty resulting from the willful act or negligence of the Foundation, its agents, employees, licensees, or invitees, the City shall require such damage be repaired by and at the expense of the Foundation.

6. The Property is a wholly owned public property. Should the City determine that any or all of the Property is to be used exclusively by the City for a public purpose outside the scope of this MOU and the Council approved Master Plan, the MOU will terminate effective with the proper notifications as outlined in Article 12. This includes the conveyance of this Property by the City to any other entity, public or private.

Article 10. Construction and Ownership of Permanent Improvements

1. During any Term of this MOU, title to all permanent improvements existing or constructed upon the Property shall be vested in the City. The Foundation shall not construct any

improvements which represent an increase in the square footage of the Hotel on the Property without the express written consent of the City, which consent shall not be unreasonably withheld.

2. All temporary buildings and other temporary improvements owned by the Foundation on the Property shall meet City codes.

3. The Foundation shall not make any structural change or addition or modification without the City's prior written consent (which shall not be unreasonably withheld), and without first furnishing the City with at least thirty (30) days advance written notice outlining in detail the proposed changes or alterations, including a set of plans and specifications. All such actions will be routed through the City Liaison for Facility Department approval.

4. The Foundation shall be permitted to renovate, improve and expand the Hotel on the Property, based on needs as determined by the adopted Kells & Craig Master Plan option approved by City Council, according to applicable City regulations at its sole expense with the City's consent as set forth above. The Foundation and the City shall work cooperatively in all building expansion and construction projects. The City shall be the fiscal agent in such instances where New Mexico state legislative appropriations have been made for such projects or as agreed upon by the parties.

Article 11. Non-Transferable

This MOU is not transferable or assignable by the Foundation under any condition. The Foundation has no authority to attempt to encumber the Property during any Term of this MOU.

Article 12. Default and Revocation

1. The violation by the Foundation of any condition under this MOU shall be considered a default and may cause this MOU to be terminated following at least six (6) months advance written notice of such default from the City to the Foundation; provided however, said termination shall not be made if, within said period, the Foundation cures or remedies said default or otherwise complies with any demand contained within such written notice.

2. If the Foundation continues in default, the City may at its option immediately or any time thereafter without further notice or demand, terminate this MOU and enter upon and take back the Property.

3. Further, the City may revoke this MOU without cause on six (6) months advance written notice to the Foundation.

Article 13. Relinquishment

At any time after forty-five (45) days prior written notice to the City, provided that all the terms of this MOU have been met and the Foundation is not in default under this MOU, the Foundation may terminate this MOU and relinquish the Property to the City, whereupon the Foundation shall be relieved of any further liabilities and/or obligations under this MOU. Article 7 shall apply with respect to ownership and removal of personal property by the Foundation upon such termination.

Article 14. Compliance with Laws and Non-Discrimination

1. The Foundation shall, at its own expense, fully comply with all applicable laws and regulations which have been or may be enacted in all matters affecting the Property and the Foundation's operations thereon. Further, the Foundation shall not unlawfully discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation, or age while providing services or programs pursuant to this MOU:

- a. As set forth by 2006 IFC, Chapter 9, 903.2.1.2 Group A-2, maximum occupancy load for any event serving food and/or drink in the Hotel is set at 100.
- b. As set forth in NMSA 1978, § 60-6A-12 and 60-7A-22, and City Municipal Code 1988, § 5-31 through 5-38, the Foundation shall fully comply with the sale, use and distribution of alcohol on the Property.

Article 15. Indemnification

1. The Foundation shall save and hold harmless, indemnify and defend the City, its elected officials, employees and agents, in their official and individual capacities, of and from any claims arising out of or alleged to arise out of or connected with the acts or omissions of the Foundation, its officers, directors, employees or agents under this MOU.

2. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this MOU. Each party shall be liable for its acts or failure to act in accordance with this MOU, subject to the immunities and limitations of the New Mexico Tort Claims Act.

Article 16. Scope of MOU

The parties believe that this MOU is compatible with the Agreement previously entered into between the parties in June 2007. However, if there are inconsistencies between the two documents, this MOU shall control.

Article 17. Amendment

This MOU shall not be altered, changed or amended except by instrument in writing executed by the City and the Foundation.

Article 18. Waiver

No waiver by either of the parties hereto of any breach or default by the other of any of the conditions of this MOU shall be held to be a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in writing and signed by the City and the Foundation.

Article 19. Applicable Law

This MOU shall be governed by the laws of the State of New Mexico. If any clause or provision of this MOU is found to be illegal, invalid or unenforceable under present or future laws effective during any Term hereof, the remainder of this MOU shall not be affected thereby.

Article 20. Notices

Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice shall be deemed to be received on the fifth day following mailing.

City Manager
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

President
Amador Hotel Foundation, Inc.
PO Box 1268
Las Cruces, NM 88004 (mail address)

(Copy to City Attorney)

(Copy to Operations Manager)

IN WITNESS WHEREOF, City and the Foundation have executed this MOU in duplicate on the date first written above.

CITY OF LAS CRUCES

By: _____
Terrence Moore, City Manager

Amador Hotel Foundation, Inc.

By: _____
James Fletcher, President

APPROVED AS TO FORM:

City Attorney



February 12, 2007
07-S-015

DESCRIPTION OF A 1.2398 ACRE PARCEL

A parcel of land situate within the Corporate limits of the City of Las Cruces, Dona Ana County, New Mexico in Section 18, T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys. Being part of Block 12 of the Original Townsite of Las Cruces as filed September 15, 1853 in Plat Record 6, Page 1 of the records of Dona Ana County, New Mexico, also being part of Block 26 of the Downtown Urban Renewal Project N.M.R. - 4 as filed November 27, 1973 in Plat Record 11 Pages 74-82 of the Records of Dona Ana County, New Mexico, also intended to be a 1.2476 acre parcel in Exhibit "A" of a Warranty Deed filed June 6, 1986 in Deed Record 305 Pages 256-260 of the records of Dona Ana County, New Mexico and more particularly described as follows, to wit:

BEGINNING at a ½ inch rebar with City of Las Cruces identification cap set on the east side of Water Street for the northwest corner of the parcel herein described;

THENCE FROM THE POINT OF BEGINNING leaving the east side of Water Street N75°39'27"E at 29.46 feet a ¾ inch rebar with no identification found for the Northwest corner of Block 12, Original Townsite Of Las Cruces and at 47.82 feet a nail and shiner set for an angle point of the parcel herein described;

THENCE N76°19'55"E, 134.47 feet to a nail and shiner set on the southerly right-of-way of Bowman Avenue for a point of curvature;

THENCE along the arc of a curve to the right having a Radius of 104.43 feet, an Arc Length of 155.99 feet, through a Central Angle of 85°35'13" and whose Long chord bears S60°45'33"E, 141.89 feet to a chiseled "+" found on the west right-of-way of Main Street for an angle point;

THENCE leaving the westerly right-of-way of Main Street, S75°42'00"W, 128.09 feet to a ½ inch rebar with City of Las Cruces identification cap set for an angle point, whence a ¾ inch iron pipe with no identification found and rejected bears S75°42'00"W, 1.34 feet;

THENCE S15°46'14"E, 40.89 feet to a ½ inch rebar with City of Las Cruces identification cap set for an angle point;

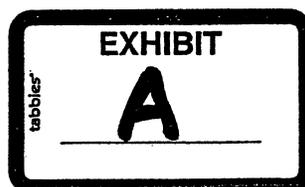
P.O. BOX 20000

LAS CRUCES

NEW MEXICO

88004-9002

505.541.2000



AN EQUAL OPPORTUNITY EMPLOYER

609



(07S015 cont.)

THENCE S12°48'55"E, 47.70 feet to a ½ inch rebar with City of Las Cruces identification cap set for an angle point;

THENCE N76°02'05"E, 6.00 feet to a ½ inch rebar with City of Las Cruces identification cap set at the side of a building for an angle point;

THENCE S13°57'55"E, 84.37 feet to a chiseled "+" set on concrete on the north right-of-way of Amador Avenue for the Southeast corner of the parcel herein described;

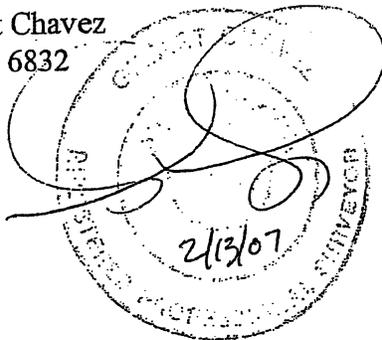
THENCE along the north right-of-way of Amador Avenue S73°51'15"W, 76.11 feet to a chiseled "+" found on concrete for an angle point;

THENCE continuing along Amador Avenue, S76°14'15"W, 88.79 feet to a chiseled "+" set on the east right-of-way of Water Street for the southwest corner of the parcel herein described;

THENCE along the east right-of-way of Water Street, N13°46'45"W, 273.79 feet to the point of beginning, containing 1.2398 acres of land more or less.

AUTHORITY STATEMENT: I, Gilbert Chavez, a New Mexico registered Professional Surveyor certify that I directed and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that this survey and legal description meets the "Minimum Standards for Land Surveying in New Mexico".

Gilbert Chavez
NMPS 6832



12130
recorded on
4.5.07
11:53
803
607-10
8

P.O. BOX 20000
LAS CRUCES
NEW MEXICO
88004-9002
505.541.2000

AN EQUAL OPPORTUNITY EMPLOYER

6010